

After Recording Return to:

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

CROSS-REFERENCE: Deed Book: 4902

Page: 62

Gwinnett County, Georgia

300413 -419

Webb Tanner Powell Wils
10 Lumpkin St
Lawrenceville GA
30046

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA §44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA §44-16-8(a).

Fee Owner of Property/Grantor:

LRM, LTD
c/o Dorothy Megel
20 Pointe Ridge Drive
Atlanta, Georgia 30328-2755

Grantee/Holder:

Crymes Landfill Participating PRP Group
c/o Steerman Environmental Management
& Consulting, LLC
Attn: Patrick S. Steerman
422 Creek View Lane
Roswell, Georgia 30075

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
2015 JAN 21 PM 3:35
RICHARD ALEXANDER, CLERK

Parties with interest in the Property: None

Property:

The property subject to this Environmental Covenant is LRM, LTD-Tract 2 of the Former Hub Ford Property, sublisted as part of Crymes Landfill Site, HSI# 10292 (hereinafter "Property"), located at 6255 Lawrenceville Highway in Tucker, Gwinnett County, Georgia. This tract of land was conveyed on May 14, 1998 from Crymes Enterprises, Inc. to LRM LTD recorded in Deed Book 4902, Page 62, Gwinnett County Records. The area is located in Land Lot 139 of the 6th District of Gwinnett County, Georgia. The Property includes an elevated, fenced, concrete covered 2.0315-acre rectangular tract of land (hereinafter "Type 5 Area"). A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s): R6-139-399 of Gwinnett County, Georgia

Name and Location of Administrative Records:

The Property that is the subject of this Environmental Covenant is immediately adjacent to the Crymes Landfill Site, HSI #10292, and described in the following document:

- Modified Corrective Action Plan for the Crymes Landfill Site (HSI #10292), dated July 3, 2012

These documents are available at the following location:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Furthermore, this property has been used for commercial landfill operations. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act and also pursuant to O.C.G.A. §44-5-48.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by LRM, LTD, its successors and assigns, Crymes Landfill Participating PRP Group, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release including 1,1,1-trichloroethane, 1,2-dichloroethane, acetone, bis(2-Ethylhexyl) phthalate, chlorobenzene, chloroform, cis-1,2-dichloroethene, dichlorobromomethane, 1,1-dichloroethane, 1,2-dichloropropane, benzene, carbon disulfide, chloroethane, chromium, copper, and dicloromethane occurred on the Type 5 Area. 1,1,1-Trichloroethane, 1,2-dichloroethane, acetone, bis(2-Ethylhexyl) phthalate, chlorobenzene, chloroform, cis-1,2-dichloroethene, dichlorobromomethane, 1,1-dichloroethane, 1,2-dichloropropane, benzene, carbon disulfide, chloroethane, chromium, copper, and dicloromethane are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of the maintenance of the Type 5 Area, which is completely fenced and covered by a layer of concrete (concrete cap), with both features serving as engineering controls and institutional controls (limit use to non-residential activities and prohibit the extraction of groundwater for drinking water or any other non-remedial purpose) to protect human health and the environment.

Grantor, LRM, LTD (hereinafter "LRM, LTD"), hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Type 5 Area identified herein and grants such other rights under this Environmental Covenant in favor of Crymes Landfill Participating PRP Group and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant

pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

LRM, LTD makes the following declaration as to limitations, restrictions, and uses to which the Type 5 Area may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Type 5 Area (hereinafter "Owner"). Should a transfer or sale of the Type 5 Area occur before such time as this Environmental Covenant has been amended or revoked, then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of Crymes Landfill Participating PRP Group as Holder, EPD, LRM, LTD as Grantor and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Crymes Landfill Participating PRP Group or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Type 5 Area must give thirty (30) day advance written notice to EPD and the Crymes Landfill Participating PRP Group of the Owner's intent to convey any interest in the Type 5 Area. No conveyance of title, easement, lease, or other interest in the Type 5 Area shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the engineering controls and institutional controls, as required by EPD. The Owner of the Type 5 Area must also give thirty (30) day advance written notice to EPD and the Crymes Landfill Participating PRP Group of the Owner's intent to change the use of the Type 5 Area, apply for building permit(s), or propose any site work that would affect the Type 5 Area.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Type 5 Area subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant. Each instrument shall also include notice of landfill operations, the date the landfill operations commenced and terminated, if known, a legal description of the actual location of the landfill, and a description of the type of materials that have been deposited in the landfill per O.C.G.A. §44-5-48.
4. Monitoring. The Grantor shall provide access to the Crymes Landfill Participating PRP Group (and its representatives, successors, and assigns) to continue implementing the methane detection-monitoring program in accordance with the Modified Corrective Action Plan for the Crymes Landfill Site, dated July 3, 2012, and any modifications thereto, including any existing or future methane monitoring probes or groundwater monitoring wells or other monitoring devices.
5. Periodic Reporting. Annually, by no later than August 30 following the effective date of this Environmental Covenant, the Owner shall submit to EPD the Type 5 Annual Evaluation Form

included as Exhibit C and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

6. Activity and Use Limitation(s).
 - a. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under Gwinnett County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity or inactivity on the Property that may result in the release or migration of, or exposure to the regulated substances or gases that were contained as part of the July 3, 2012 Modified Corrective Action Plan for the Crymes Landfill Site, or create a new exposure pathway, or damage remediation equipment is prohibited. With the exception of work necessary for the maintenance, repair, or replacement of existing engineering controls (fencing and concrete cap), activities that are prohibited on the Property include, but are not limited to the following: drilling, digging, and subsurface construction/ utility work without appropriate safety certifications and advanced notice to EPD and the Crymes Landfill Participating PRP Group.
 - b. An appropriate cover must be maintained over the waste. Any exposed waste or waste that is excavated must be properly handled and disposed of in accordance with the Rules for Solid Waste Management, Section 391-3-4. A permit must be obtained from the local governing authority prior to commencing construction of any building or enclosed structure of any type, kind, or design on the Type 5 Area. Because of potential risks to human health, the environment, and structures from landfill gas, leachate, exposed waste, and waste settlement, a Georgia-registered Professional Engineer (P.E.) and/or Professional Geologist (P.G.) must evaluate any proposed redevelopment of the property. Landfill gas must be controlled with an active or passive collection system to prevent migration along bedding or backfill material for new or existing utilities or structures.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Type 5 Area for drinking water or for any other non-remedial purposes shall be prohibited.
8. Permanent Markers. A permanent marker (i.e. weather resistant metal sign) shall be installed and maintained on the south side of the Type 5 Area to identify the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such marker is prohibited.
9. Right of Access. In addition to any rights already possessed by EPD and/or the Crymes Landfill Participating PRP Group, the Owner shall allow authorized representatives of EPD and/ or the Crymes Landfill Participating PRP Group the right to enter the Property at reasonable times for the purpose of evaluating the Property including the collection of samples and inspection of the Property to determine compliance with this Environmental Covenant and applicable State laws and regulations, and to inspect records that are related to same.
10. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Type 5 Area is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) Crymes Landfill Participating PRP Group, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
11. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 and removes the Property from the

Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*

12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
13. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Type 5 Area that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Type 5 Area in accordance with O.C.G.A. § 44-16-3(b).
14. No Obligation or Property Interest Created in the Crymes Landfill Participating PRP Group. This Environmental Covenant does not in any way create any obligation, liability, or interest of the Crymes Landfill Participating PRP Group with respect to the Property or Type 5 Area that is subject to this Environmental Covenant.

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

BK 53343 PG0034

Crymes Landfill Participating PRP Group
c/o Steerman Environmental Management
& Consulting, LLC
Attn: Patrick S. Steerman
422 Creek View Lane
Roswell, Georgia 30075

LRM, LTD
c/o Dorothy Megel
20 Pointe Ridge Drive
Atlanta, Georgia 30328-2755

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 3rd day of OCTOBER, 2014

Signed, sealed, and delivered in the presence of:

Francesca Harris

Unofficial Witness (Signature)

Francesca Harris

Unofficial Witness Name (Print)

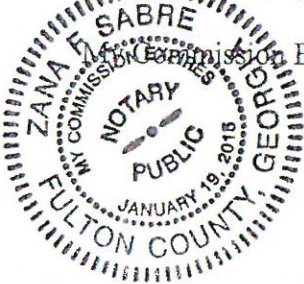
1783 Johnson Rd NW #3300

Atlanta GA 30318

Unofficial Witness Address (Print)

Zana F. Sabre

Notary Public (Signature)



My Commission Expires: 01-19-2015

Signed, sealed, and delivered in the presence of:

Doraly S. Kirkland

Unofficial Witness (Signature)

Doraly S. Kirkland

Unofficial Witness Name (Print)

2 Martin Luther King Jr. Dr.; Ste 1456E

Atlanta GA 30334

Unofficial Witness Address (Print)

Cristal Salas

Notary Public (Signature)

My Commission

Expires: 11/22/17

For the Grantor: LRM, LTD

DOROTHY P. Megel

Name of Grantor (Print)

Dorothy P. Megel (Seal)

Grantor's Authorized Representative
(Signature)

Authorized Representative Name (Print)

Officer / Agent

Title of Authorized Representative (Print)

Dated: Oct-03-2014

(NOTARY SEAL)

For the State of Georgia
Environmental Protection Division:

Judson H. Turner

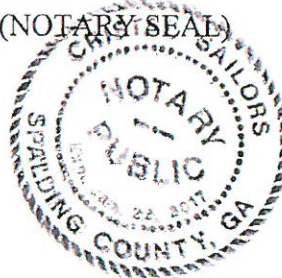
(Signature)

(Seal)

Judson H. Turner
Director

Dated: 11/25/14

(NOTARY SEAL)



Signed, sealed, and delivered in the presence
of:

[Signature]
Unofficial Witness (Signature)

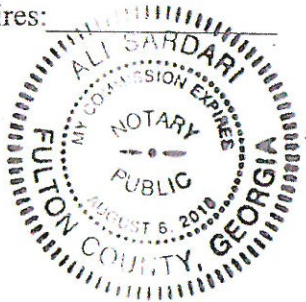
Daren Reeder
Unofficial Witness Name (Print)

12301 River Ridge Dr. Canton, GA

Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires:



For the Holder:

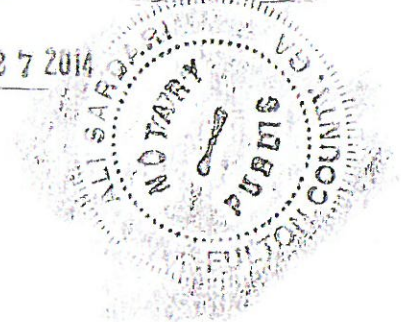
CRYMES LAUDER PARTICIPATING PRP GROUP
Name of Holder (Print)

[Signature] (Seal)
Holder's Authorized Representative (Signature)

PATRICK S. STEERMAN
Authorized Representative Name (Print)

CRYMES LAUDER PROTECT COORDINATOR
Title of Authorized Representative (Print)

Dated: OCT 27 2014
(NOTARY SEAL)



BK53343 PG0037

Exhibit A
Legal Description

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 139 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

Commence at a point 1920.78 feet easterly along the centerline of U.S. Hwy. No. 29 (AKA Georgia State Route No. 8) from its intersection with the centerline of Jimmy Carter Boulevard, THENCE North 19°30'00" West a distance of 50.00 feet to a ½" rebar set on the northerly right of way of U.S. Hwy. No. 29 (right of way width varies), THENCE westerly, along said right of way, South 70°45'40" West a distance of 40.00 feet to a nail set, THENCE, leaving said right of way, North 19°30'00" West a distance of 348.69 feet to a ½" rebar set at the POINT OF BEGINNING; THENCE, from said POINT OF BEGINNING as thus established, South 70°46'27" West a distance of 536.47 to a ½" rebar set, THENCE North 15°18'40" West a distance of 113.64 feet to a ½" rebar found, THENCE North 20°07'32" West a distance of 52.51 feet to a ½" rebar found, THENCE North 70°44'52" East a distance of 530.74 feet to a point, THENCE South 19°30'00" East a distance of 166.13 feet to a ½" rebar set at the POINT OF BEGINNING.

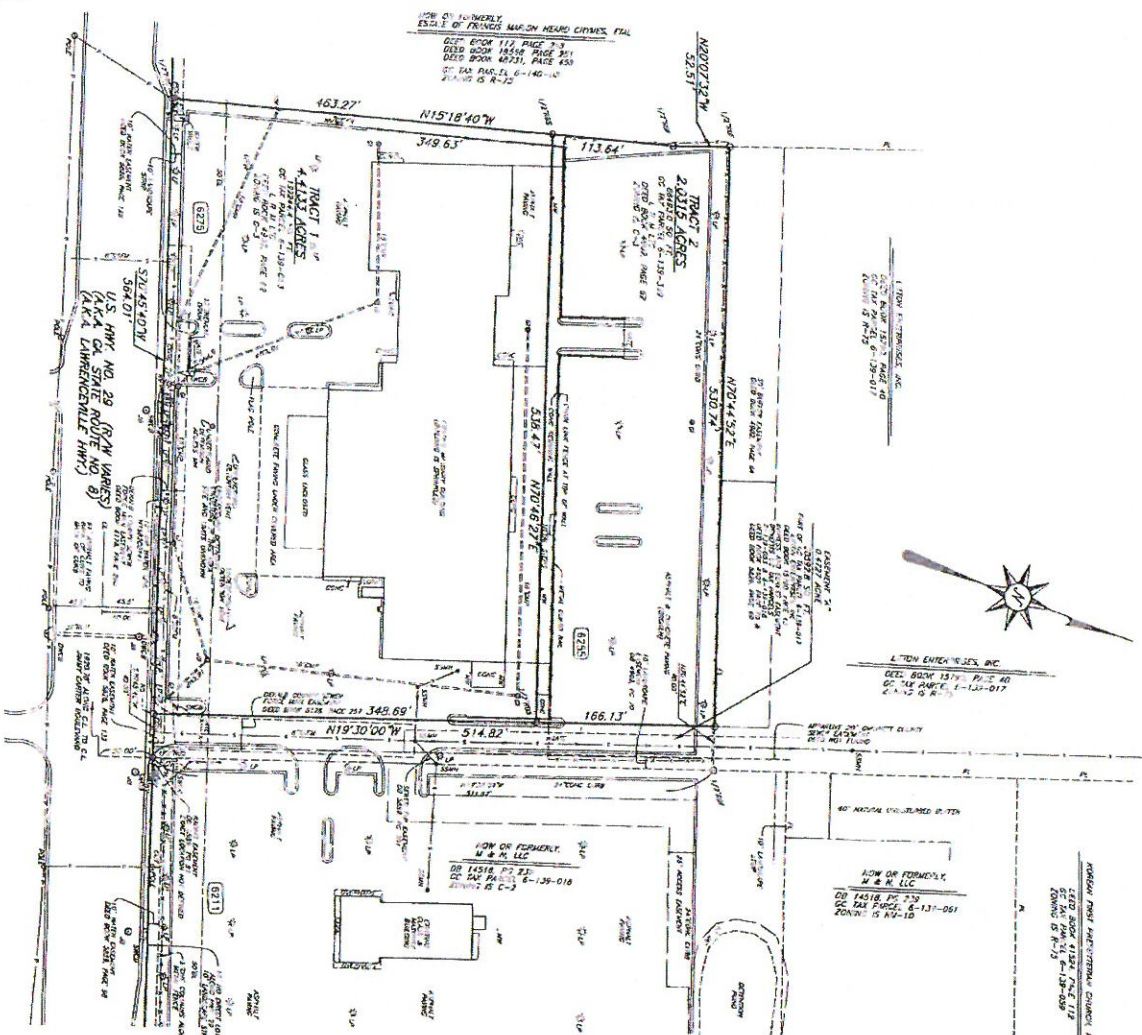
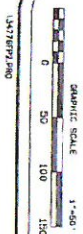
Said parcel contains 2.0315 acres and is shown as Tract 2 on that Final Plat for L R M LTD., Dated May 1, 2013 prepared by McNally & Patrick, Inc. and bearing the seal of Lloyd C. McNally, Jr., R.L.S. No. 2040 as recorded in Plat Book 130, Pages 98-99 of Gwinnett County, Georgia records.

Said parcel also being shown as Tract LRM2 on that certain ALTA/ACSM Land Title Survey for, A2GO PROPERTIES, LLC; AMS VANS, INC.; COMMUNITY & SOUTHERN BANK; SMALL BUSINESS ACCESS PARTNERS, INC.; U.S. SMALL BUSINESS ADMINISTRATION, AND CHICAGO TITLE INSURANCE COMPANY dated August 26, 2013, last revised September 25, 2013, prepared by McNally & Patrick, Inc. and bearing the seal of Lloyd C. McNally, Jr., R.L.S. No. 2040.

BK53343 PG0039

Exhibit B
Property Map

1. CRACKING UNIT
 2. CRACKER
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ENGINEER / SURVEYOR:
MUSALLI & PAVONE, INC.
1505 HIGHLAND DR. SOUTH
LAUREL, MD 20644
ATT: ENR. GROUP / PM HONOLULU
(703) 543-3520

OWNER / DEVELOPER:
L. R. M. LTD.
20 S. GLENN RD. SUITE 200
APT. 2000, HOUSTON, TX 77058
(603) 332-7555

UNITED STATES GOVERNMENT
OFFICE OF MANAGEMENT
AND BUDGET
WASHINGTON, D. C. 20503
DATE: 12/15/71
TO: DIRECTOR, FBI
FROM: SAC, NEW YORK
SUBJECT: JAMES EARL RAY
RE: NEW YORK TELETYPE TO
BUREAU, 12/15/71
1. NEW YORK OFFICE HAS
ADVISED THAT THE ABOVE
NAMED INDIVIDUAL IS
CURRENTLY IN THE
CUSTODY OF THE
NEW YORK POLICE
DEPARTMENT.
2. NEW YORK OFFICE IS
ATTEMPTING TO
OBTAIN INFORMATION
REGARDING THE
INDIVIDUAL'S
IDENTITY AND
BACKGROUND.
3. NEW YORK OFFICE
WILL ADVISE BUREAU
OF ANY DEVELOPMENTS.
4. BUREAU ADVISED
BY TELETYPE, 12/15/71.
5. NEW YORK OFFICE
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SHEET 1 OF 2

PROJECT: 13476782.PXD	SCALE: 1"=50'	DATE: 05-01-13	FPL 2013-00014 FINAL PLAT FOR: L R M LTD. 6.4448 ACRES LAND LOT 139 OF THE 6TH DISTRICT WINNETT COUNTY, GEORGIA
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**McNally
& Patrick**
1000 EVEL RD. SUITE 200 - LANSINGVILLE, GA. 30044

[illegible]

BK53343 PG0041

Exhibit C
Type 5 Annual Evaluation Form

TYPE 5 ANNUAL EVALUATION FORM

LRM, LTD-Tract 2-Former Hub Ford Property, HSI Site No. 10292
6255 Lawrenceville Highway, Tucker, Gwinnett County, Georgia

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this Property meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	Has the use of the property changed or has construction occurred on the property?		
	1b	If no to 1 or yes to 1a, provide a written explanation to EPD with the subject Evaluation Form.		
Exposure	2	Has there been any significant change in condition of the in-place concrete cover not previously identified to EPD?		
	2a	Are the perimeter fencing and locked gate intact and operational to minimize contact with material beneath the concrete cover?		
	2b	Have any methane monitoring probes on the Property been damaged?		
	2c	Has groundwater beneath the property been used or extracted for drinking water or any other non-remedial purpose?		
		If yes to 2, 2b, 2c or no to 2a, are corrective measures being taken? Provide a written explanation to the EPD with the subject Evaluation Form.		
Erosion	3	Is there evidence of soil erosion on the Property?		
	3a	If yes to 3, are corrective measures being taken? Provide a written explanation to the EPD with the subject Evaluation Form.		
Property Instruments	4	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them? (i.e. HSRA Rule 391-3-19-8 and O.C.G.A. 44-5-48.)		
	4a	If no to 4, provide a written explanation (attached) to the EPD with the subject Evaluation Form.		
Inspection	5	Date of inspection:		
	5a	Name of inspector:		
	5b	Photographs with explanation showing current land use (attached):		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

 NAME (Please type or print)

 TITLE

 SIGNATURE

 DATE